

Section H - Special Contract Requirements

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Section H - Special Contract Requirements

H.1 DOE-H-1051 Consecutive Numbering (MAY 2009)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2 FAR 52.234-4 Earned Value Management System. (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: (Insert list of applicable subcontractors.)

(TBD: to be completed in each individual task order)

H.3 DOE-H-1001 Ombudsman ALT I

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the Contracting Activity ombudsman:

DOE Ombudsman
U.S. Department of Energy
Environmental Management
Office of Procurement Planning, EM-81
1000 Independence Avenue, SW
Washington, DC 20585
Phone: (202) 586-7087
E-mail: peggy.fuller@hq.doe.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to;

DOE Ombudsman
Phone: (202) 586-7087
E-mail: peggy.fuller@hq.doe.gov.

Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document. If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a 'fair opportunity to be considered', consistent with Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended and the procedures of the contract.

H.4 DOE-H-1004 No Third Party Beneficiaries

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.5 DOE-H-1005 Worker's Compensation Insurance

(a) The Contractor shall maintain workers' compensation insurance coverage pursuant to the requirements of FAR 28.307-2, FAR 28.308 and DEAR 970.2803-1. The insurance program must be approved by the CO and cover all eligible employees of the Contractor and comply with applicable Federal and State workers' compensation and occupational disease statutes.

- (b) The Contractor shall obtain a service-type insurance policy that endorses the Department of Energy Incurred Loss Retrospective Rating Insurance Plan unless a different arrangement is approved by the CO.
- (c) The Contractor shall submit to the CO an annual evaluation and analysis of workers' compensation cost as a percent of payroll in comparison with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by the CO. The Contractor's self evaluation shall discuss:
- Periodic audits of claims servicing units; and,
 - The reasonableness of self-insurance reserves and methods and assumptions used to closeout claims or losses to present value.
- (d) The Contractor, if it is a state institution covered under a corporate workers' compensation arrangement, shall provide the CO with a copy of the account statements including deposits, earnings, payments, losses, and administrative fees by the Contractor's financial institution on no less than an annual basis.
- (e) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

H.6 DOE-H-1011 Department of Labor Wage Determinations

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment 2, and 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE when applicable.

H.7 DOE-H-1023 Preservation of Antiquities, Wildlife and Land Areas

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.8 DOE-H-1024 Alternative Dispute Resolution (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual

agreement of the DOE and the Contractor:

- (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
- (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.9 DOE-H-1031 Contractor Press Releases

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.10 DOE-H-1032 Release of Information

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the CO.

H.11 EMCBC-H-1001 Conservation of Energy and Fuel

The contractor shall instruct contractor employees in energy conservation practices. The contractor shall operate under conditions that preclude the waste of energy.

The contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security. The contractor shall integrate renewable energy technologies into its activities to the maximum extent practicable.

The contractor shall maximize efforts to increase the fuel efficiency in its vehicles, and to maximize the use of alternative fuels in vehicles, including the use of bio-based diesel fuels and additives in construction vehicles.

H.12 EMCBC-H-1002 Addition and Alterations to Implement Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the contractor to the same extent they would be

applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at http://ofee.gov/eo/eo13423_main.asp. The Department of Energy implements Executive Order 13423 through DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, and DOE Order 450.1A, Environmental Protection Program. The contractor is expected to integrate the sustainable practices identified in Executive Order 13423, and embedded in the DOE Orders, in all work conducted under this contract.

H.13 EMCBC-H-1003 Confidentiality of Information

(a) To the extent that the work under this contract/Task Order requires that the contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the contractor or otherwise becomes part of the public domain through no fault of the contractor;
- (3) Information which the contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the contractor can demonstrate was received by it from a third party who did not require the contractor to hold it in confidence.

(b) The contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.

(c) The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the contractor under this contract, and to supply a copy of such agreement to the CO. From time to time upon request of the CO, the contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the contractor received such information.

(d) The contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by contractor personnel.

(e) This clause shall flow down to all subcontracts.

H.14 EMCBC-H-1004 Modification Authority

Notwithstanding any of the other provisions of this contract/Task Order, the CO shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or

(c) modify any term or condition of this contract.

H.15 EMCBC-H-1007 Task Order Contract Type

Under this contract, DOE may issue Task Orders of the following types: Firm Fixed Price, Cost Plus Fixed Fee, Cost Plus Award Fee, and Cost Plus Incentive Fee.

H.16 EMCBC-H-1012 Security

(a) Responsibility: It is the contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for Task Order proposal preparation or performance, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the contractor's possession in connection with the performance of work under this contract. Special nuclear material will not be retained after the completion or termination of the contract.

(b) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(c) Subcontracts and purchase orders. Except as otherwise authorized in writing by the CO, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

H.17 EMCBC-H-1013 Security Clearances and Badges

Each Task Order will specify security clearance and badging requirements and any other applicable security requirements.

H.18 EMCBC-H-1014 Required Insurance and Bonds (Applies to Each Individual Task Order, if applicable)

(a) Contractor's Liability Insurance. The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the contractor from claims set forth below by which may arise out of or result from the contractor's operations under the Task Order and for which the contractor may be legally liable, whether such operations be by the contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
- (4) Claims for damages insured by usual personal injury liability coverage;
- (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (7) Claims for bodily injury or property damage arising out of completed operations; and,
- (8) Claims involving contractual liability insurance applicable to the contractor's obligations.

(b) The insurance required by this clause shall be written for not less than limits of liability specified in the Task Order or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

(c) Certificates of insurance acceptable to the CO shall be filed with the CO prior to commencement of the Work. These certificates and the insurance policies required by this paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the CO. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the contractor with reasonable promptness in accordance with the contractor's information and belief.

(d) Performance Bond and Payment Bond

- (1) When required by the Task Order, the contractor shall acquire and provide to the CO proof of a payment bond of obligations to subcontractors, satisfactory to the CO.
- (2) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Task Order, the contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made

(e) The contractor agrees to insert the substance of this clause in all subcontracts placed under the individual Task Order.

H.19 EMCBC-H-1016 Award Fee (Applies to Cost-Plus-Award-Fee Task Orders only)

Beginning on the effective date of the Task Order, the Government shall evaluate the contractor's performance on a periodic basis as specified in the Task Order for a determination of the award fee earned by the contractor.

The contractor may earn a minimum and maximum award fee as specified in the Task Order, if applicable. The base fee plus award fee shall not exceed the fee ceiling established in B. 2 EMCBC-B-1002 Fee Ceiling. The DOE Fee Determination Official (FDO) shall determine the earned portion of the maximum award fee allocable to each performance period.

The CO will issue a unilateral Task Order modification when the award fee, if any, has been determined by the FDO. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the Task Order modification, the contractor may submit a public voucher for payment of the total award fee earned for the period evaluated.

H.20 EMCBC-H-1017 Award Fee Plan (Applies to Cost-Plus-Award-Fee Task Orders only)

(a) The contractor's award fee plan upon which the determination of award fee shall be based (including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area), will be unilaterally established by the Government. A copy of the plan will be provided to the contractor 30 calendar days prior to the start of the first evaluation period.

(b) The award fee plan will set forth the criteria upon which the contractor will be evaluated for performance relating to the requirements in each Task Order.

(c) The award fee plan may be revised unilaterally by the Government at any time during the period of

performance. Notification of such changes shall be provided to the contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

H.21 EMCBC-H-1018 Payment of Base Fee and Award Fee (Applies to Cost-Plus-Award-Fee Task Orders only)

Base Fee - The base fee, if any, shall be paid for work performed under the Task Order as determined by the CO, subject to the following withholding provisions. After payment of eighty-five percent (85%) of the base fee, the Government shall withhold further payment of base fee pending establishment of a reserve of fifteen (15%) of the total base fee or \$100,000, whichever is less. This withholding shall be payable upon submission and acceptance of appropriate closing documents, after final audit of the Task Order has been completed and all audit exceptions have been resolved.

Award Fee - The amount of award fee to be paid, if any, shall be paid promptly upon receipt of an invoice submitted as a result of the Task Order modification setting forth the amount of award fee earned from the Fee Determination Official (FDO).

H.22 EMCBC-H-1023 Lobbying Restriction (Energy and Water Development and Related Agencies Appropriations Act, 2010)

The contractor agrees that none of the funds obligated on this award or Task Order awards shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation

H.23 EMCBC-H-1024 Representations, Certifications, and Other Statements of the Offeror

The Representations, Certifications, and Other Statements of the contractor, dated (to be inserted at contract award), made in response to Solicitation No. DE-SOL-0000872 are hereby incorporated into this contract by reference.

H.24 EMCBC-H-1025 Disposition of Intellectual Property

As a supplement to paragraph (e) of 48 CFR 970.5227-1 RIGHTS IN DATA - FACILITIES (DEC 2000), the following provisions shall apply, in the event of contractor default or termination, in order to enable DOE to assure continuity and completion of the particular remediation, decontamination or decommissioning activity or task.

(a) Regarding technical data and other intellectual property, DOE may have access to, make copies of, and use all technical data, including limited rights data and restricted computer software and data and software obtained from subcontractors, necessary to continue the remediation, decontamination or decommissioning of the facility. Limited rights data and restricted computer software will be protected in accordance with the Rights in Data - Facilities clause. Contractor shall assure that its subcontractors and licensors make similar rights available to DOE and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable non-exclusive paid up license in and to any inventions or discoveries, regardless of when conceived or actually reduced to practice or acquired by the Contractor, and any other intellectual property which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the design or construction or the facility being remediated or decontaminated, (1) to practice or to have practiced by or on behalf of the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.

H.25 EMCBC-H-1026 Compliance with FIPS Pub 201

This contract involves the acquisition of hardware, software, or services related to physical access to Federal premises or electronic authentication or access control to a Federal agency's computer systems and electronic infrastructure. Any such hardware, software, or services delivered under this contract shall comply with FIPS Pub 201, and FIPS Pub 201 shall take precedence over any conflicting performance requirement of this contract. Should the contractor find that the Performance Work Statement or specifications of this contract do not conform to FIPS Pub 201, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with instructions of the Contracting Officer.

H.26 EMCBC-H-1027 Price Anderson Amendments Act Noncompliance

The Contractor shall maintain an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking, reporting and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall be accountable for ensuring that subcontractors adhere to the PAAA requirements.

H.27 EMCBC-H-100X Ordering Procedures

For the work specified in the Performance Work Statement of this contract, the CO will issue Task Orders pursuant to the procedures set forth in this clause. The contractor shall commence performance upon the receipt of a Task Order signed by the CO. Costs not attributed to the performance of each individual Task Order will not be allowed without the prior written consent of the CO. The contractor shall not be reimbursed for the costs of preparing task proposals as a direct cost under this contract or any Task Order.

(a) Procedures for Issuance of Request for Task Proposals:

The CO will furnish the contractor with a Request for Task Order Proposal (RTP) which will include, at a minimum:

- (1) A description of the specified work and deliverables required, including the site location;
- (2) The anticipated performance period;
- (3) A description of the Task Order type;
- (4) Any property, material or services to be made available for performance of the order; and
- (5) Information required to be submitted by the Contractor and a reasonable response time
- (6) Basis for award of the Task Order
- (7) The contractor shall, within the time specified in the RTP, provide the required number of copies of the proposal as set forth in the RTP. The contractor's proposal shall address the requirements as specified in the RTP which includes the requirement for cost and technical information.

(b) The Task Order issued will include the following information, but is not limited to:

- (1) Date of the order;
- (2) Contract and Task Order numbers;
- (3) Performance-Based Statement of Work, including references to applicable specifications;
- (4) Task Order Performance Period
- (5) Task Order deliverables;
- (6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);
- (7) The total dollar value of the Task Order, and appropriate breakout for the specific task order type, if applicable;
- (8) Accounting and appropriation data;
- (9) Any other pertinent information deemed necessary to the performance of the order.

H.28 EMCBC-H-1029 Cooperation With Other Site Contractors

- a. The DOE may have or undertake or award other prime contracts for additional work at the site (WVDP). The Contractor shall fully cooperate with the other prime contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the work being performed under the other contract, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.
- b. The Contractor shall cooperate in a timely manner with DOE and its other prime contractors or other entities performing work at the site. Cooperation includes, but is not limited working together to resolve interface and work performance issues; establishing schedules to support accommodation the work being performed under the other contract(s); establishing work groups, participating in meetings, providing access to applicable technical and contract information and data such as schedule and milestone data; discussing technical matters related to the WVDP, providing access to Contractor facilities or areas. The Contractor shall ensure that its activities in support of the other prime contractors are fully coordinated with DOE and the other prime contractors.
- c. The Contractor is not authorized to direct any other DOE contractor, except as specified elsewhere in this contract or as directed by the Contracting Officer. The contracting officer has the authority to direct the Contractor to cease interference in the activities of the other prime contractors.
- d. The Contractor shall immediately notify the Contracting Officer if its activities will interfere with any of the DOE contractors or if there is an interference or conflict with any of the DOE contractors in performance of the Contractor's activities in support of the DOE or another DOE contractor.

H.29 EMCBC-H-1030 Sales and Use Taxes

As a contractor on a contract issued by the DOE, the awardee will not be considered an agent of DOE. Based upon the decision of the State of New York Tax Appeals Tribunal in West Valley Nuclear Services Co., Inc., DTA No. 811511 (1998), the contractor will have to pay sales and use taxes as required under Section 1116 (a) (2) of the New York State Tax Law on purchases of certain goods and services required under the contract.

H.30 H.30 EMCBC-H-1031 Privacy Act System of Records

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, FAR 52.224-2, Privacy Act (APR 1984).

System No.	Title
DOE-5	Personnel Records of Former Contractor Employees
DOE-13	Payroll and Leave Records
DOE-28	General Training Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records

DOE-38	Occupational and Industrial Accident Reports
DOE-51	Employee and Visitor Access Control Records